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DOCKET FILE COPY ORIGINAL

June 6, 2005

DOCKET FILE COPY ORIGINAL DAVID A. O'CONNOR  
202-828-1889

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VIA HAND DELIVERY

RECEIVED

JUN - 6 2005

Marlene H. Dortch, Esq.  
Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W.  
Washington, DC 20554

Federal Communications Commission  
Office of Secretary

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Re: *Amendment of Section 73.606(b), Table of Allotments, Television  
Broadcast Stations; and Section 73.622(b), Table of Allotments, Digital  
Broadcast Television Stations. (Mobile, Alabama)*  
MB Docket No. 04-281, RM-11041  
FCC File No. BPCT-960722KQ  
FCC File No. BPCT-960725LB  
FCC File No. BPCT-960920WX  
*Submission of Requested Documents*

Dear Ms. Dortch:

In compliance with a request from the Commission's staff for a copy of the settlement documents between Paxson Communications Corporation ("Paxson") and Television Capital Corporation of Mobile ("TCCM") in the above-captioned proceeding, on behalf of Paxson we hereby submit copies of: 1) a Letter Agreement dated January 13, 1998 ("Letter Agreement"); and 2) a Promissory Note dated January 29, 1998 ("Promissory Note"). You will note that paragraph 14(n) of the Promissory Note incorporates the Letter Agreement by reference. You will also note that paragraph 3(b) of the Promissory Note refers to a Settlement Agreement. That Settlement Agreement has not been included in this filing because it was attached to the Joint Motion for Approval of a Universal Settlement Agreement ("Joint Motion"), which was filed with the Commission on January 30, 1998 and therefore is already part of the record in this proceeding. As you know, the Joint Motion has not yet been acted upon by the Commission.

Please be advised that disputes currently exist between Paxson and TCCM concerning the Promissory Note. As a result of one of those disputes, Paxson sued TCCM in the Superior Court for the District of Columbia for failing to repay the amounts due under the Promissory Note. By Order dated September 2, 2004, Judge Michael Rankin of the Superior Court of the District of Columbia entered judgment in favor of Paxson and against TCCM in the amount of \$1,551,999.50, plus interest accruing from May 20, 2004 at the per diem rate of \$394.56. TCCM has appealed this decision to the D.C. Court of Appeals, and the appeal remains pending.

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Marlene H. Dortch, Esq.

June 6, 2005

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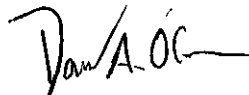
Another dispute that currently exists between Paxson and TCCM arises out of changes in the Commission's rules that occurred after the applications in the above-captioned proceeding were filed in 1996, as well as the impending conversion to digital television. As a result of these events, the original channel applied for by the mutually exclusive applicants in the above-captioned proceeding (Channel 61) has become unavailable as a suitable analog broadcast channel. Accordingly, after the Commission informed Paxson and TCCM that Channel 50 would not be available as a suitable analog broadcast channel in lieu of Channel 61, the mutually exclusive applicants in this proceeding sought the issuance of a Construction Permit for a digital channel (Channel 18). Paxson has diligently prosecuted the Channel 18 application, and in that regard it filed a minor change application in the above-captioned proceeding on February 3, 2005, as directed by the Commission. The minor change application remains pending.

An extra copy of the filing is enclosed. Please date-stamp the extra copy and return it to the courier.

Should you have any questions about this matter, please contact the undersigned.

Respectfully submitted,

HOLLAND & KNIGHT LLP



David A. O'Connor

Counsel for Paxson Communications Corporation

Enclosure

cc (w/encl.): Mary Fitzgerald, Esq.  
William L. Watson, Esq.  
Howard M. Miles, Esq.  
Thomas J. Dougherty, Esq.  
Vincent A. Pepper, Esq.

# 2965593\_v1



January 13, 1998

C.E. Feltner, Jr.  
3000 N. Ocean Drive  
Singer Island, FL 33404

and

Television Capital Corporation  
415 East 37th Street  
Suite 39G  
New York, New York 10016

Dear Elvin:

This letter is written on behalf of Paxson Communications Corporation ("PCC") and will formalize our understanding regarding PCC's commitment to join with Television Capital Corporation ("TCC") in attempting to acquire the construction permit for a new television station to operate on Channel 61 in Mobile, Alabama pursuant to a private auction or settlement to be concluded by January 30, 1998. This letter agreement between PCC and TCC does not apply to any federal auction conducted subsequent to February 1, 1998.

Auction/Settlement. TCC owns all of the stock of a pending applicant before the FCC for the Channel 61 permit at Mobile, Alabama. PCC understands that TCC (or its wholly-owned subsidiary) will attempt to acquire the Channel 61 construction permit for Mobile, Alabama by bidding at a private auction among the applicants for this channel or through a privately negotiated settlement either to be completed prior to January 30, 1998. PCC and TCC agree that: (i) PCC will lend TCC the deposit required to participate as a bidder in this auction and that TCC will bid at this auction in reliance upon PCC's commitment to provide funding for TCC to acquire the construction permit in an amount to be established by PCC. PCC and TCC agree that TCC's bidding at the auction for Channel 61 will be conducted in consideration with and under the direction of PCC's Chairman, Lowell W. Paxson, and that Mr. Paxson may, at his election, be present with TCC's officials during the bidding process; or (ii) PCC will lend TCC the funds to buy out all competing applicants pursuant to a private agreement acceptable to PCC and that the amount of the payments will be determined by PCC; and that TCC will be represented by Dow, Lohnes & Albertson ("DL&A") in the auction negotiations and that Michael Basile or another DL&A Partner will be the designated TCC bidder at any auction and that TCC will conduct any settlement discussions with the advice and consent of PCC.



Paxson Communications Corporation  
601 Clearwater Park Road • West Palm Beach, FL 33401  
(561) 659-4122 • Fax (561) 659-4252  
An American Stock Exchange Company Symbol PAX  
Website pax.net

PX-02614

DLA004040

January 13, 1998

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Loan. This letter agreement confirms the understanding of the parties that PCC will loan TCC up to \$6,000,000 to participate in the Channel 61 auction or private settlement pursuant to the terms of a Promissory Note and that if TCC is the successful bidder at the Channel 61 auction or in concluding a private settlement, PCC will wire the necessary funds to the Escrow Agent pursuant to Settlement and Escrow Agreements in form and substance acceptable to PCC.

If TCC is the successful bidder or completes a private settlement acceptable to PCC, PCC will pay to TCC upon release of the funds held in Escrow, the amount of \$750,000 plus the amount, if any, by which the winning bid is less than \$6,000,000.

If TCC is not the successful bidder, TCC and PCC will split evenly the funds received by TCC from the winning bidder.

Amendment. TCC will ensure that the settlement documents provide TCC with the right to amend its pending Channel 61 application either before or after the filing of the Joint Settlement documents to substitute PCC as the applicant for the Channel 61 permittee and that PCC and TCC will cooperate to seek prompt FCC consent for the award of the Channel 61 construction permit to the TCC application as amended to specify PCC as the permittee.

The parties further agree that if the FCC should not approve the TCC-amended application specifying PCC as the permittee, TCC and PCC will enter into the following agreements:

- (a) Construction Agreement, providing for PCC to construct the facilities of the Channel 61 Station;
- (b) Lease Agreement pursuant to which PCC will lease the facilities to the Channel 61, permittee;
- (c) Time Brokerage Agreement providing for PCC to program the Station; and,
- (d) Option Agreement providing PCC with the right to purchase the Station for forgiveness of the Loan (which Loan shall be secured by the Station's assets and a pledge of the permittee's stock).

Please indicate your acceptance of the terms and conditions of our understanding by signing in the space provided below with the understanding that all agreements shall be negotiated and finalized prior to PCC being obligated to provide any funding for TCC.

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PX-02615

DLA004041

January 13, 1998  
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This offer remains open until 5:00 p.m. Eastern Standard Time on January 16, 1998.

PAXSON COMMUNICATIONS CORPORATION

By: Gaullo Paxon  
Name:  
Title:

Agreed to this 15 day of January, 1998

TELEVISION CAPITAL CORPORATION

By: C. E. Feltner, Jr.  
Name: C. E. FELTNER, JR.  
Title: CHAIRMAN

SHAREHOLDERS OF TELEVISION CAPITAL CORPORATION

Marietta I. Feltner

Kelly Rabb Feltner

ORIGINAL

PROMISSORY NOTE

\$800,000

January 29, 1998

TELEVISION CAPITAL CORPORATION OF MOBILE, a Nevada corporation (the "Maker"), for value received, hereby promises to pay to the order of PAXSON COMMUNICATIONS CORPORATION, a Delaware corporation (the "Payee"), or its designee, on the terms set forth herein, the principal amount of \$800,000 together with interest thereon as provided herein.

1. Repayment. The Maker shall repay to the Payee the entire outstanding principal amount under this Note on January 29, 2000 (the "Maturity Date"); provided, however, that the entire principal amount hereof together with all interest accrued thereon shall be prepaid as set forth in Section 3. The holder of this Note is authorized to endorse the date and amount of each advance made hereunder, and each payment of principal and/or interest with respect thereto on Schedule A annexed hereto and made a part hereof, but the failure of the holder of this Note to make such endorsement shall not affect the rights of the Payee or the obligations of the Maker under this Note and any documents executed in connection herewith or under applicable law.

2. Interest. The principal amount outstanding under this Note shall bear interest at a rate per annum equal to the prime rate as announced in the Wall Street Journal from time to time as the "prime rate", as such rate may be adjusted from time to time. Interest shall be calculated on the basis of a year of 365 days and the actual number of days elapsed during the period for which such interest is payable. Interest shall begin to accrue on the outstanding principal amount of this Note on the date hereof and shall be payable on the Maturity Date or upon the earlier prepayment or acceleration of this Note. If any installment of principal or interest is not paid when due, that installment shall bear interest at a rate per annum equal to the lower of the highest rate permitted by law or 18% from the due date thereof until paid in full.

3. Prepayment.

a. The Maker may prepay this Note in whole at any time, or from time to time in part, with accrued interest to the date of prepayment on the amount prepaid, without penalty, provided that each payment, other than for the full amount of the outstanding balance, shall be in the amount of \$10,000 or an integral multiple thereof.

b. The Maker shall immediately prepay the entire principal amount outstanding hereunder together with all accrued interest if (i) the Settlement Agreement (the "Settlement Agreement") dated as of January 29, 1998 relating to Channel 61 at Mobile,

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TCCM-00105

Alabama (the "Station") is terminated for any reason or (ii) if it becomes reasonably unlikely that the construction permit for the Station will be issued to the Maker or to the Payee as successor applicant to Maker. If any portion of the Settlement Deposit (as defined below) is released to Maker by the Escrow Agent under the Settlement Agreement, Maker shall pay such portion of the Settlement Deposit to Payee in partial prepayment of this Note. If the principal amount outstanding hereunder is required to be prepaid pursuant to this Section 3(h) because of any event which does not constitute a default by the Maker hereunder, the Maker shall only be required to pay interest on the principal amount outstanding hereunder to the extent of the interest earned by the Maker on the Settlement Deposit.

4. Payment on Non-Business Days. Whenever any payment to be made under this Note shall become due on a Saturday, Sunday or public holiday, such payment may be made on the next succeeding business day, and such extension of time in such case shall be included in the computation of interest under this Note.

5. Use of Proceeds. All of the funds to be advanced by the Payee to the Maker hereunder shall be used to fund the Settlement Payment to be escrowed by the Maker on the date hereof pursuant to Section 2 of the Settlement Agreement (the "Settlement Deposit").

6. Special Covenants.

(a) The Maker shall use its best efforts to obtain the consent of the Federal Communications Commission (the "FCC") to substitute the Payee for the Maker as the applicant in the Maker's FCC application for the Station's construction permit. As expeditiously as possible after the date hereof, the Payee shall provide the Maker with all documents that are necessary to file an amendment with the FCC to substitute the Payee for the Maker as a party to the FCC application for the Station's construction permit. The Maker shall file such amendment with the FCC within one business day of the date of the receipt from the Payee of such documents and shall thereafter diligently prosecute such amendment and shall make any other FCC filings that may be necessary to effectuate the foregoing. Upon obtaining the FCC's consent to substitute the Payee for the Maker in the Maker's FCC application for the Station's construction permit, the Maker shall execute any and all assignment documents that may be necessary to assign to the Payee all of the Maker's right, title and interest in and to the Maker's FCC application for the Station's construction permit, the Settlement Agreement and the Settlement Deposit. Upon and subject to the consummation of such assignments, all principal amount hereunder together with all accrued interest shall be forgiven.

(b) If the FCC will not allow the substitution of the Payee for the Maker as the applicant for the Station's construction permit, the Maker hereby grants to the Payee an option to acquire the Station upon completion of the construction of the Station in exchange for the forgiveness at the closing of the Station acquisition of the debt represented by this Note and any construction debt relating to the construction of the Station as set forth below. If the FCC will not allow such substitution, the Maker shall diligently prosecute its FCC

application for the Station's construction permit and upon grant thereof, the Payee shall construct the Station on behalf of the Maker. The construction of the Station shall be financed by advances from the Payee to the Maker which shall be repaid in full by the Maker no later than a year from the date such debt is incurred. The Maker shall cooperate with the Payee in connection with the construction of the Station by the Payee. Prior to the completion of the construction of the Station pursuant hereto and commencement of operations pursuant to program test authority (the "Commencement Date"), the Maker and the Payee shall enter into a Time Brokerage Agreement pursuant to which the Payee shall provide up to 162 hours of programming to the Station and shall be entitled to all revenue from advertising sales and its programming on the Station in exchange for the reimbursement by the Payee of the Maker's operating expenses of the Station, all subject to applicable law and the rules and regulations of the FCC. Such Time Brokerage Agreement shall become effective upon the Commencement Date and shall expire upon the acquisition by the Payee of the Station.

(c) The Maker shall not amend, waive or terminate any material provision of the Settlement Agreement without the Payee's prior written consent. The Maker shall not take any action or omit to take any action under the Settlement Agreement without the Payee's prior written consent. The Maker shall comply with the terms of the Settlement Agreement and shall promptly notify the Payee of any dispute, default or notice under the Settlement Agreement.

(d) The Payee shall pay to the Maker \$5,950,000 (i) upon satisfaction of all conditions precedent set forth in Section 3 of the Settlement Agreement, including, without limitation, the issuance by the FCC to the Payee of the construction permit of the Station, if the assignments contemplated by the penultimate sentence of Section 6(a) are duly consummated, or (ii) upon acquisition of the Station by the Payee pursuant to Section 6(b) if the assignments contemplated by the penultimate sentence of Section 6(a) are not duly consummated.

7. Place and Manner of Payment. All payments of principal and interest on this Note shall be by credit in Federal Reserve or other immediately available funds to such account as may be designated in writing by the Payee, or if no such account has been designated, by check duly mailed to 601 Clearwater Park Road, West Palm Beach, Florida 33401.

8. Representations and Warranties of Maker.

The Maker hereby represents and warrants as follows:

(a) The Maker is a corporation, duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite power and



authority, corporate or otherwise, to conduct its business, to own its properties and to execute, deliver and to perform all of its obligations under this Note.

(b) The execution, delivery and performance by the Maker of this Note have been duly authorized by all necessary action and do not (i) violate (A) any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Maker or (B) any provision of the organizational documents of the Maker; or (ii) result in a breach of or constitute a default under any agreement or instrument to which the Maker is a party or by which its properties may be affected.

(c) No authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department or agency or other third party is or will be necessary to the valid execution, delivery and performance by the Maker of this Note other than as expressly contemplated herein.

(d) This Note has been executed and delivered by the Maker and constitutes the legal, valid and binding obligation of the Maker enforceable in accordance with its terms.

(e) A true and correct copy of the Settlement Agreement is attached hereto. The Maker is a party to the Settlement Agreement and the Settlement Agreement is duly enforceable by the Maker in accordance with its terms. The Maker is also a party to the FCC application for the Station's construction permit.

9. Affirmative Covenants. So long as this Note shall remain unpaid, the Maker hereby covenants and agrees that it will, unless the Payee shall otherwise consent in writing:

(a) Payment of Obligations. Pay punctually and discharge when due: (i) all indebtedness heretofore or hereafter incurred; (ii) all taxes, assessments and governmental charges or levies imposed upon it or its income or profits, or upon any properties belonging to it; and (iii) claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like persons which, if unpaid might become a lien or charge upon the property of the Maker.

(b) Preservation of Existence. Preserve and maintain its existence, rights, franchises and privileges.

(c) Maintenance of Properties. Maintain and preserve all of its properties necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted.

(d) Compliance with Laws. Comply in all material respects with the requirements of all applicable laws, rules, regulations and orders of any governmental authority.

(e) FCC Approval. If counsel to the Payee reasonably determines that the consent of the FCC is required in connection with the execution, delivery and performance of this Note, then the Maker, at its sole cost and expense, agrees to use its best efforts to secure such consent and to cooperate with the Payee in any action commenced by the Payee to secure such consent.

10. Negative Covenants. So long as this Note shall remain unpaid the Maker hereby covenants that it will not, without the Payee's prior written approval:

(a) Indebtedness. Create or incur, assume or suffer to exist any indebtedness, obligation or liability, whether matured or unmatured, liquidated or unliquidated, direct or contingent, joint or several, except for indebtedness evidenced by this Note or any other indebtedness to the Payee.

(b) Liens. Create, assume or suffer to exist, directly or indirectly, any security interest, mortgage, deed of trust, pledge, lien, charge or other encumbrance, of any nature whatsoever upon any of its properties or assets, now owned or hereafter acquired.

(c) Disposition of Assets. Sell, transfer, lease or otherwise dispose of any of its assets except to the Payee.

(d) Merger. Enter into any consolidation or merger with, or into any transaction the result of which is the acquisition of all or substantially all of the properties or assets of any person or entity or the Maker, except for any acquisition by the Payee of any interests or assets of the Payee.

(e) Transfer or Issuance of Shares. Permit the issuance or transfer of any equity interest of the Maker, or any options, warrants, convertible securities or other rights to purchase the Maker's equity interest. The preceding sentence shall not apply to transfers to the Payee.

(f) Change of Business. Change, in any material respect, the nature or character of its business as intended, or engage in any activity not reasonably related to such business.

(g) Inconsistent Actions. Take any actions that are inconsistent with this Note or that could hamper or delay the consummation of the transactions contemplated hereby.

11. Reporting Requirements. So long as this Note shall remain unpaid the Maker shall, unless the Payee shall otherwise consent in writing, furnish to the Payee:

(a) Default Certificate. As soon as possible and in any event within five (5) business days after the occurrence of each Event of Default (as defined in Paragraph 12) of which the Maker has knowledge, the statement of an officer of the Maker setting forth details of such Event of Default and the action which the Maker proposes to take with respect thereto.

(b) Notice of Litigation. Promptly give written notice of all actions, suits and proceedings before any court or governmental agency, domestic or foreign, which may be commenced to or Maker's knowledge threatened against the Maker in which the claim involved is \$5,000 or more.

(c) Other Information. Such other information respecting the business, properties, operations or the condition, financial or otherwise, of the Maker or the Station as the Payee may from time to time reasonably request.

12. Events of Default. Under this Note, an Event of Default shall be any of the following:

(a) The Maker shall fail to pay any installment of principal or interest on this Note or any other obligation to the Payee or any affiliate thereof when due whether at the due date thereof or by acceleration or otherwise; or

(b) Any representation or warranty made by the Maker herein shall become incorrect in any material respect; or

(c) The Maker shall fail to perform or observe any other term, covenant or agreement contained in this Note; or

(d) The Maker shall fail to pay any indebtedness for borrowed money owing by the Maker or any interest or premium thereon, when due, whether such indebtedness shall become due by scheduled maturity, by required prepayment, by acceleration, by demand or otherwise, or the Maker shall fail to perform any term, covenant or agreement under any agreement or instrument evidencing or securing or relating to any such indebtedness owing by the Maker if the effect of such failure is to accelerate, or to permit the holder of such indebtedness to accelerate the maturity of such indebtedness; or

(e) (i) The Maker shall fail to pay its debts as they mature in the ordinary course of business; (ii) the Maker shall file a petition commencing a voluntary case concerning it under any Chapter of Title 7 or 11 of the United States Code; (iii) the Maker shall apply for or consent to the appointment of any receiver, trustee, custodian or similar officer for it or for all or any substantial part of its property; (iv) such receiver, trustee,

custodian or similar officer shall be appointed without the application or consent of the Maker and such appointment shall continue undischarged for a period of thirty (30) days; (v) an involuntary case is commenced against the Maker under any Chapter of the aforementioned Title 7 or 11 and an order for relief under such Title 7 or 11 is entered or the petition commencing the case is controverted but is not dismissed within thirty (30) days after the commencement of the case; (vi) the Maker shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; (vii) any such proceeding shall be instituted against the Maker and shall remain undischarged for a period of thirty (30) days; or (viii) the Maker shall take any action for the purpose of effectuating the foregoing.

13. Effect of Event of Default. Should any Event of Default occur, the Payee may at its option by written notice to the Maker declare the entire unpaid principal amount of this Note, together with all unpaid interest and all other amounts payable under this Note and every other obligation of the Maker to the Payee, immediately due and payable, whereupon this Note and all such obligations shall become and be forthwith due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Maker, anything contained in this Note or in such other note or evidence of indebtedness to the contrary notwithstanding; provided, however, that in case of an Event of Default under paragraph 12(e) all the obligations of the Maker under this Note shall become immediately due and payable as of the date of any such Event of Default regardless of the cause of such Event of Default and without any notice to the Maker required from the Payee. The Payee shall have, in addition to all other rights and remedies set forth herein, all rights and remedies allowed by law.

14. Miscellaneous

(a) No Waiver; Cumulative Remedies. No failure or delay on the part of the Payee in exercising any right, power or remedy hereunder shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(b) Amendments. No amendment, modification, termination or waiver of any provision of this Note nor consent to any departure by the Maker therefrom, shall in any event be effective unless in writing, signed by the Payee and then only in the specific instance and for the specific purpose for which given. No notice to or demand on the Maker in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

(c) Address for Notices. All notices and other communications under this Note shall be in writing and shall be served by personal service or by mailing a copy thereof by reputable overnight courier or by registered or certified mail, return receipt requested, to the applicable party at the addresses indicated below:

If to the Maker:

Television Capital Corporation of Mobile  
415 E. 37th Street  
Suite 39G  
New York, New York 10016

If to the Payee:

Paxson Communications Corporation  
601 Clearwater Park Road  
West Palm Beach, Florida 33401  
Attention: Mr. Lowell W. Paxson

or at such other address as may be designated by either party in a written notice to the other complying as to delivery with the terms of this Section. All such notices and other communications shall be effective when deposited in the mails.

(d) Expenses. The Maker agrees to pay on demand all costs and expenses incurred by the Payee in the enforcement of this Note, including, without limitation, the fees and expenses of any attorney to whom this Note is referred for collection (whether or not litigation is commenced) or for representation in proceedings under any bankruptcy or insolvency law.

(e) Binding Effect; Assignment. This Note shall become effective when executed and thereafter shall be binding upon and inure to the benefit of the Maker, the Payee and their respective successors and assigns, except that the Maker shall not have the right to assign any rights or obligations hereunder without the prior written consent of the Payee.

(f) Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of Florida with the exception of its conflicts of laws provisions.

(g) Severability of Provisions. Any provision of this Note that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of any provisions in any other jurisdiction.

(h) Headings. Article and Section headings in this Note are included for convenience of reference only and shall not constitute a part of this Note for any other purpose.

(i) Rights Affected by Extensions. The rights of the Payee and its assigns shall not be impaired by any indulgence, release, renewal, extension or modification which the Payee may grant with respect to the indebtedness or any part thereof or with respect to any endorser, guarantor, or surety without notice or consent of the Maker or any endorser, guarantee, or surety.

(j) Survival of Representations and Warranties. All representations and warranties made in this Note and in any documents or certificates delivered pursuant hereto or thereto shall survive the execution and delivery of this Note and continue in full force and effect, until all of the obligations of the Maker to the Payee hereunder have been paid in full.

(k) Attorneys' Fees. If any litigation arises between the parties in connection with the transactions contemplated by this Note, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to all other damages and remedies.

(l) Further Assurances. From time to time, the Maker shall execute and deliver to the Payee such additional documents as the Payee may reasonably require to carry out the purposes of this Note or to preserve and protect the rights of the Payee hereunder.

(m) Indemnification. The Maker hereby indemnifies and holds harmless the Payee and its directors, officers, shareholders, employees, agents, counsel, subsidiaries and affiliates (the "Indemnified Persons") from and against any and all losses, liabilities, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against any Indemnified Person in any way relating to or arising out of this Note or any of them or any of the transactions contemplated hereby or thereby; provided, however, that the Maker shall not be liable to any Indemnified Person, if there is a judicial determination that such losses, liabilities, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulted solely from the gross negligence or willful misconduct of such Indemnified Person.

(n) Entire Agreement. This Note and the letter agreement dated January 13, 1998 embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements relating thereto.

(o) Counterparts. This Note may be executed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

IN WITNESS WHEREOF, the Maker has executed this Note as of the date  
first above written.

TELEVISION CAPITAL CORPORATION OF  
MOBILE

By: 

C.E. Feltner, Jr.  
Chairman and Assistant Secretary

FOR PURPOSES OF SECTION 6 ONLY:

PAXSON COMMUNICATIONS  
CORPORATION

By: \_\_\_\_\_

William L. Watson  
Vice President and Assistant Secretary

## SCHEDULE A

[illegible]

TCCM-00115